

COLLECTIVE AGREEMENT

THE CITY OF TSHWANE METROPOLITAN MUNICIPALITY ACTING POLICY

Entered into by and between

CITY OF TSHWANE METROPOLITAN MUNICIPALITY

Herein referred to as "CTMM or the Management"

AND

INDEPENDENT MUNICIPAL AND ALLIED TRADE UNION (IMATU) and SOUTH AFRICAN MUNICIPAL WORKERS UNION (SAMWU)

As parties to the SALGBC, Tshwane Division

Agree as follows:

1. GENERAL PRINCIPLES FOR ACTING.

The following principles will apply in order to ensure the consistent management of acting allowance:

1.1 PRE-REQUISITE FOR THE PAYMENT OF AN ACTING ALLOWANCE.

Acting is only payable where the employee acts in a CTMM position, which has been approved in terms of the new Organizational Structure.

Acting should be considered as a last option in an effort to alleviate work pressure. The appointment of an employee to act should thus be limited to the absolute minimum. In cases where the incumbent in a higher graded position is on annual leave, for a period exceeding 20 working days, acting duties should preferably and if possible be rotated between personnel. This is not only to prevent the unnecessary payment of acting



allowances, thus ensuring the cost effectiveness of the system, but also to ensure that employees gain higher-level experience through the rotation of duties.

The appointment of an employee to act in a higher graded position resulting in a domino effect should be motivated and approved by the Municipal Manager. The domino effect implies that the specific appointment to act results in several appointments to act in a particular chain command. This type of acting should be limited to the minimum.

The qualifications of an employee that is appointed to act are irrelevant in so far this policy is concerned, but it remains imperative that such an employee complies with the required skills to execute and perform the duties of the position.

2. DURATION OF ACTING PERIODS JUSTIFYING THE PAYMENT OF AN ACTING ALLOWANCE.

The following principles will apply with regard to acting periods and the payment thereof:

- 2.1 Employees appointed to act for a period of twenty working days or more may act subject to the authorization of the SEO of the Department and the approval of the General Manager: Human Resources.
- 2.2 Approval for the payment of ad-hoc acting for a period shorter than 20 working days should be obtained from the Municipal Manager. This acting is only allowable in circumstances where effective service delivery is threatened by the absence of the specific employee.
- 2.3 The payment of ad-hoc acting allowances for a period less than 20 working days to specific identified job-families may be pre-approved by the Municipal Manager. This type of approval could only be granted in the instance where the presence of an incumbent is essential for daily operations (for example a Team leader/Driver or Operator.)
- 2.4 Any continuous acting exceeding a period of three months should be motivated and approved by the Municipal Manager.



- 2.5 Should acting employees be absent during the period of acting, the allowances will be maintained for the period of absence, as the employee remains accountable for the execution of the duties of the position in which he/she is acting.
- 2.6 All appointments to act exceeding twenty working days should be re-motivated and approved on a monthly basis.

3. THE PAYMENT OF ACTING ALLOWANCE

- 3.1 The payment of an acting allowance to employees be based on a uniform rate of 10% calculated on the monthly salary notch of the employee.

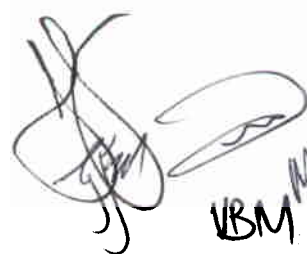
It is proposed that an employee who acts in a higher post for a period of not less than twenty (20) working days, be remunerated on a uniform rate of 10%, calculated on the existing basic salary notch of the employee who is acting in a higher post. For example, an employee with a current basic salary of R122 208 per annum and who has been acting for a period of twenty-one (21) working days will receive an amount of R1026, 22 in addition to his existing salary per month. The amount is calculated as follows:

$R122\ 208 \times 10\% = 12220.8 / 12 = 1018.40 / 20.84 = 48.86$ per day $\times 21$ acting days = R1026, 22.

The stipulations in 3.1 be applicable regardless whether the employee complies with the appointment requirements of the higher post.

- 3.2 The payment of an acting allowance applicable to Section 57 employees be calculated on a uniform rate of 10% based on 70% of the value of the employee's monthly remuneration package as determined by the appointment contract. For example an employee with a current total package to the value of R430 000 per annum and who has been acting for a period of twenty-one (21) consecutive working days will receive an amount of R2 527, 14 in addition to his/her existing salary per month. The amount is calculated as follows:

$R430\ 000 \times 70\% \times 10\% = R30\ 100 / 12 = R2\ 508 / 20.84 = R120.34$ per day $\times 21$ acting days = R2 527, 14.



3.3 Only the payment of an ad-hoc travel allowance is permissible in conjunction with the payment of an acting allowance.

4. AUTHORIZATION OF APPOINTMENT TO ACT

4.1 The appointment of an employee to act be authorized by the respective Strategic Executive Officer and approved by the General Manager: Human Resources.

4.2 The appointment to act as Strategic Executive Officer be authorized by the Municipal Manager and approved by the General Manager: Human Resources.

4.3 The appointment to act as Municipal Manager be authorized by the Executive Mayor and approved by the General Manager: Human Resources.

5. FUNDING

5.1 Departments should ensure that sufficient funds are available for the payment of acting allowances prior the assignment of an employee to act.

6. IMPLEMENTATION DATE

6.1 That all current policies/practices regarding acting in higher grade posts be rescinded and that the acting policy be applicable with effect from the signing of this document.

6.2 Section 57 employees who are required to act and comply with the new policy stipulations/requirements may receive an acting allowance and will be entitled to payment with effect from the signing of this document



Signed at Pretoria on this day of.....2003 on behalf of the **CITY OF TSHWANE METROPOLITAN MUNICIPALITY.**

Signature: *VB Mohl*

Name in full: *MOTHULOE VINCENT B.*

Capacity: *GM: HR*

CITY OF TSHWANE METROPOLITAN MUNICIPALITY

WITNESS:

1..... 2.....

Signed at Pretoria on this ^{*22nd*} day of *OCTOBER* 2003 on behalf of the **INDEPENDENT MUNICIPAL AND ALLIED TRADE UNION (IMATU).**

Signature: *J.K. Wrogemann*

Name in full: *JAGUE KARL WROGEMANN*

Capacity: *CHAIRPERSON*

INDEPENDENT MUNICIPAL AND ALLIED TRADE UNION (IMATU).

WITNESS

1..... *Day* 2..... *M. Chauscher*

Signed at Pretoria on this day of.....2003 on behalf of the **SOUTH AFRICAN MUNICIPAL WORKERS UNION (SAMWU).**

Signature: *Michael Steeman*

Name in full: *MICHAEL STEEMAN*

Capacity: *Branch Secretary*

SOUTH AFRICAN MUNICIPAL WORKERS UNION (SAMWU).

WITNESS

1..... *SOTAMOTAMA* 2..... *[Signature]*

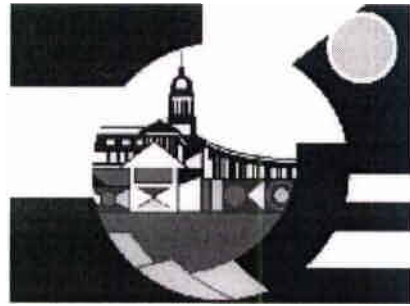
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**APPOINTMENT AND
PAYMENT OF ACTING ALLOWANCE**

ANNEXURE A

<p>1. DETAILS OF OFFICIAL ACTING</p> <p>NAME:</p> <p>DESIGNATION:</p> <p>JOB ID NR:</p> <p>POST LEVEL:</p> <p>SALARY NOTCH: PAY NR</p> <p>DEPARTMENT:</p> <p>COST CODE:</p> <p>FROM:20.....TO.....20.....</p> <p>.....</p> <p>MANAGER: DIVISION DATE</p>	<p>2. POSITION ASSIGNED TO ACT IN</p> <p>DESIGNATION:</p> <p>JOB ID NR:</p> <p>POST LEVEL:</p> <p>DIVISION:</p> <p>DEPARTMENT:</p> <p>RECOMMENDED /NOT RECOMMENDED</p> <p>.....</p> <p>GENERAL MANAGER : DEPARTMENT</p> <p>AUTHORIZED/NOT AUTHORIZED</p> <p>.....</p> <p>SEO DATE</p> <p>THE PAYMENT OF ACTING ALLOWANCE IS HEREBY APPROVED / NOT APPROVED FOR IMPLEMENTATION</p> <p>.....</p> <p>ASSISTANT MANAGER: HR DATE</p>	<p>3. GENERAL MANAGER : HUMAN RESOURCES</p> <p>I HEREBY APPROVE THE PAYMENT OF AN ACTING ALLOWANCE FOR THE FOLLOWING PERIOD:</p> <p>FROM:</p> <p>TO:</p> <p>TOTAL DAYS:</p> <p>.....</p> <p>GENERAL MANAGER: HR DATE</p> <p>THE ACTING ALLOWANCE HAS BEEN CAPTURED FOR PAYMENT</p> <p>.....</p> <p>DATA CAPTURER DATE</p>
<p>NB: HUMAN RESOURCES SHOULD RECEIVE THIS REQUEST NOT LATER THAN THE 5TH OF EACH MONTH</p>		



CITY OF TSHWANE

"we are the same"

AGREEMENT OF APPOINTMENT IN AN ACTING CAPACITY

MEMORANDUM OF AGREEMENT ENTERED INTO BY AND BETWEEN

THE CITY OF TSHWANE METROPOLITAN MUNICIPALITY

Herein represented by

THE MUNICIPAL MANAGER

In his capacity as MUNICIPAL MANAGER and duly authorised thereto by virtue of a resolution of the Council dated 3 June 2000

(Herein after referred to as "the MUNICIPALITY")

AND

(ID number:.....)

(Herein after referred to as "the EMPLOYEE")

A large, stylized handwritten signature in black ink, appearing to be 'M.M.W.'.

A small, handwritten mark or signature in black ink, possibly initials 'D'.

A collection of handwritten signatures and initials in black ink. One signature is circled and contains the letters 'J.K.W.'. Other initials include 'M.E.H.' and 'J.M.'.

1. PREAMBLE

WHEREAS the MUNICIPALITY wishes to appoint the EMPLOYEE in an acting capacity and the EMPLOYEE wishes to be appointed as such by the MUNICIPALITY;

AND WHEREAS the MUNICIPALITY wants the EMPLOYEE to perform specific functions referred to in Clause 5 of this Agreement;

AND WHEREAS the EMPLOYEE is desirous to make his personal services available and accept the responsibilities referred to in Clause 5 of this Agreement;

AND WHEREAS the parties wish to confirm the terms and conditions of their agreement in writing.

NOW THEREFORE IT IS HEREBY AGREED AS FOLLOWS:

2. INTERPRETATION AND DEFINITIONS

In this Agreement unless the context otherwise requires:

- 2.1 The singular shall imply include the plural and vice versa;
- 2.2 Words indicating one gender shall imply include the other gender;
- 2.3 Should there be any conflict or inconsistency between this Agreement and any other agreement concluded between the parties, then the terms and conditions of this Agreement shall prevail;
- 2.4 If any provision in a definition contained in this Agreement is a substantive provision conferring rights or imposing obligations on any party, notwithstanding that it only appears in the definition clause, effect shall be given to it as if it was the substantive provision in the body of the Agreement;
- 2.5 MUNICIPAL SYSTEMS ACT, shall mean the Local Government: Municipal Systems Act, 2000 (Act 32 of 2000);
- 2.6 BCEA, shall mean the Basic Conditions of Employment Act, 1997 (Act 75 of 1997);

5. RESPONSIBILITIES

The EMPLOYEE shall:

- 5.1 Take full responsibility to exercise all duties as set out in Annexure B in addition to the normal responsibilities set out in 5.2 to 5.6 below;
- 5.2 Carry out all lawful and reasonable instructions from any person duly authorised to issue such instructions and as (reasonably) speedily as possible;
- 5.3 Exercise all reasonable skills, care and diligence in the performance of his duties, and to the best of his ability;
- 5.4 Exercise all duties in a way that is consistent with the Code of Conduct.
- 5.5 Take full responsibility to meet performance measures and strategic objectives stipulated in the Performance Management System (to be established in terms of Section 38 - 49 and 67 of the Municipal Systems Act).
- 5.6 The EMPLOYEE shall, at such intervals as an authorised person may direct, report fully on the progress of work performed by the EMPLOYEE.

6. REMUNERATION

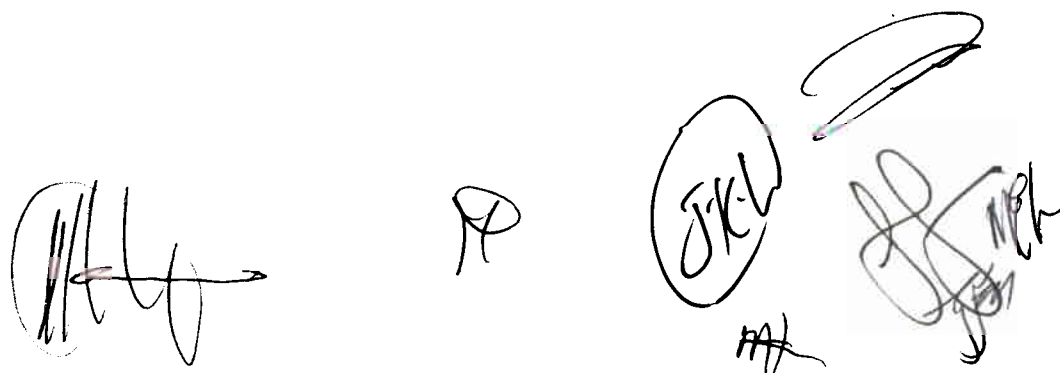
- 6.1 The amount of the acting allowance will be a rate of 10 % calculated on the existing basic salary notch per annum of the employee who is acting in the higher position.

OR

- 6.2 Section 57 employees be calculated on a uniform rate of 10% based on 70 % of the value of the employee's monthly remuneration package as determined by the appointment contract.

7. LEAVE

- 7.1 All leave conditions remain in line with the specific Conditions of Service applicable to the EMPLOYEE.

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- 2.7 LRA, shall mean the Labour Relations Act, 1995 (Act 66 of 1995);
- 2.8 THE CODE OF CONDUCT referred to and contemplated in Section 69 as set out in Schedule 2 of the Municipal Systems Act, 2000 (Act 32 of 2000) as well as Council's Interim Disciplinary Code and Grievance Procedure or such code of conduct as agreed by the parties to the South African Local Government Bargaining Council. This code is attached hereto as Annexure A to this Agreement.
- 2.9 CONDITIONS OF SERVICE refers to the Conditions of Employment Agreement of the respective disestablished structures that is applicable to the employee or the conditions of service applicable at the time of acting in a temporary capacity.
- 2.10 OCCUPATIONAL HEALTH AND SAFETY ACT, shall mean the Occupational Health and Safety Act, 1993 (Act 85 of 1993).

3. APPOINTMENT

3.1 The MUNICIPALITY appoints the EMPLOYEE in the capacity of
ACTING

The EMPLOYEE agrees to perform such duties to the best of his capacity as expected from him in terms of relevant legislation or as directed in terms of Clause 5 of this Agreement.

3.2 The rights and obligations of this Agreement commence on
.....

3.3 The acting EMPLOYEE will report directly to

3.4 The place of employment will be

3.5 The hours of employment will be

3.6 The EMPLOYEE shall familiarise himself with the Code of Conduct of the Municipality and conduct himself strictly in accordance with its precepts.

4. DURATION

This agreement will be effective from the day of 20... until the day of 20 ..., extendable on a monthly basis. subject to the monthly approval by the General Manager: Human Resources first being obtained and subject to clause 9 of this Agreement.



- 7.2 The request for leave will be submitted for approval in terms of the new approved organisational structure and thus the reporting line applicable to the acting position.

8. DISCIPLINARY ACTION AND GRIEVANCE PROCEDURES AND DISPUTES

The Disciplinary Code and Grievance Procedure agreed to at a National Level of the Bargaining Council, is applicable. This procedure is attached hereto as Annexure C. Should any dispute arise from this Agreement the normal procedure as referred to in the said Uniform Disciplinary and Grievance Procedure will apply.

9. TERMINATION

In the event of termination of this Agreement on grounds of incapacity, unsuitability, misconduct, incompetency or because the extended period of service in an acting capacity has expired, the Municipality will only be required to give twenty four (24) hours notice to the Employee.

10. GENERAL

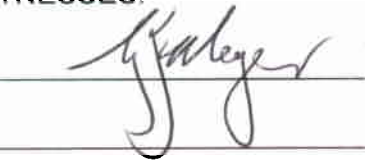
- 10.1 This Agreement incorporates the following documents, which must be read together with the agreement:
- 10.1.1 Code of Conduct (Annexure A).
 - 10.1.2 Duty sheet (Annexure B).
 - 10.1.3 Uniform Grievance and Disciplinary Procedure. (Annexure C)
- 10.2 The failure of the MUNICIPALITY to enforce at any time any of the provisions of this Agreement or any right under this Agreement, or to exercise any provision, shall in no way be considered a waiver of such provision or right, and shall not effect the validity of this Agreement.



Handwritten signatures and initials at the bottom of the page, including a large signature on the left, initials 'JP' in the center, a signature 'J.K.' in a circle on the right, and another signature on the far right.

SIGNED at PRETORIA on this _____ day of _____ 2003.

AS WITNESSES:

1. 
2. _____

STRATEGIC EXECUTIVE OFFICER

SIGNED at PRETORIA on this _____ day of _____ 2003

AS WITNESSES:

1. _____
2. _____

EMPLOYEE

Agreement appointment (Corps 212)

